been admitted.[11] This may well be distinguished from the regular pedigree exception.[12] Again, recitals of boundaries in ancient deeds,[13] or diagrams in ancient maps,[14] are often admitted to show boundaries as they then existed. This, too, is distinguishable from the more general exception as to boundaries.[15] As may be noted, this admission of hearsay in ancient documents occurs chiefly in connection with title to land,[16] which often involves issues as to rights existing years ago. These often cannot be proved in any other way, and the continuance of evidence, apparently reliable, for so long a time, furnishes a good basis for a hearsay exception.

RECENT CASES.

ADOPTION — DESCENT AND DISTRIBUTION — RIGHT OF FATHER TO INHERIT FROM SON ADOPTED BY ANOTHER. — An adopted son died intestate leaving property acquired solely from his deceased adoptive father. The natural father claimed from the son's widow a father's share in the estate. A statute provided that the foster-parent and the adopted child should "sustain toward each other the legal relation of parent and child and have all the rights and be subject to all the duties of that relation" while the natural parents are "relieved of all parental duties . . . towards . . . the child . . . and have no right over it." *Held*, that the natural father inherits nothing from his son. *In re Jobson's Estate*, 128 Pac. 938 (Cal.).

In many of the states the adoption statutes provide expressly as to inheritance both by and from an adopted child. MASS. REV. LAWS, 1902, c. 154, § 7; N. Y. CONSOL. LAWS, c. 19, § 114, p. 1077. Under statutes providing that the adopted child shall be heir to the foster-parent but silent as to the foster-parent's rights, it has been held that the foster-parent does not inherit on the ground that the statute impliedly provides otherwise. *Hole* v. *Robbins*, 53 Wis. 514, 10 N. W. 617; *Schafer* v. *Eneu*, 54 Pa. St. 304. *Cf.* TIFFANY, PER-

[11] Bowser *v.* Cravener, 56 Pa. St. 132; Rollins *v.* Atlantic City R. Co., 73 N. J. L. 64, 62 Atl. 929, and cases cited *infra*, note 13. *Contra*, Lanier *v.* Hebard, 123 Ga. 626, 51 S. E. 632. Where possession of land under the deed must be shown there it may be argued that conclusions therefrom are not hearsay. In Howard *v.* Russell, 75 Tex. 171, 12 S. W. 525, no question of land or inheritance was involved, but mere pedigree.

[12] Ardoin *v.* Cobb, 136 S. W. 271 (Tex., Civ. App.). See Wilson *v.* Braden, 56 W. Va. 372, 375, 49 S. E. 409, 410. The two were confused in Young *v.* Shulenberg, 165 N. Y. 385, 59 N. E. 135, and Fulkerson *v.* Holmes, 117 U. S. 389, 6 Sup. Ct. 780. The court in rejecting the evidence did not take notice of the authority of a document in Davis *v.* Moyles, 76 Vt. 25, 56 Atl. 174.

[13] Horgan *v.* Town Council of Jamestown, 32 R. I. 528, 80 Atl. 271; Sparhawk *v.* Bullard, 1 Metc. (Mass.) 95. Some cases admit this as evidence of the ancient reputation as to the boundary. Village of Oxford *v.* Willoughby, 181 N. Y. 155, 73 N. E. 677; Dobson *v.* Finley, 8 Jones L. (N. C.) 495.

[14] Whitman *v.* Shaw, 166 Mass. 451, 44 N. E. 333; Burns *v.* United States, 160 Fed. 631.

[15] Pierce *v.* Schram, 53 S. W. 716 (Tex. Civ. App.).

[16] Other instances of hearsay in connection with land are found in King *v.* Little, 1 Cush. (Mass.) 436; Coleman *v.* Bruch, 132 N. Y. App. Div. 716, 117 N. Y. Supp. 582. In Hamershlag *v.* Duryea, 58 N. Y. App. Div. 288, 68 N. Y. Supp. 1061, statements of acts were used to prove adverse possession. In Massachusetts and Maine such hearsay is sufficient evidence of a pauper's residence to charge a town with his support. Inhabitants of Ward *v.* Inhabitants of Oxford, 8 Pick. (Mass.) 476; Inhabitants of Oldtown *v.* Inhabitants of Shapleigh, 33 Me. 278.

SONS AND DOMESTIC RELATIONS, 2 ed., § 114. But see *Humphries* v. *Davis*, 100 Ind. 274, 275. The correctness of such a construction is not called into question here, as the statute in the principal case does not expressly provide anything about inheritance. Some courts hold that each father should inherit the property which had been acquired from himself. *Cf. Lanferman* v. *Vanzile*, 150 Ky. 751, 150 S. W. 1008; *Humphries* v. *Davis*, 100 Ind. 274. It is difficult to see how, in the absence of express legislation, such a rule can be supported. See *Reinders* v. *Koppelman*, 68 Mo. 482, 500. It may be argued that, since by adoption the child does not lose its right to take from the natural father, there should be complete mutuality of inheritance. But this does not necessarily follow; for the natural parent is *sui juris* and he voluntarily elects to sever the legal relation of father and child. See *In re Namauu*, 3 Hawaii 484, 485; *Humphries* v. *Davis*, *supra*, 283. Furthermore, in the adoption statutes the legislative purpose is to benefit unfortunate children and not their parents. *Wagner* v. *Varner*, 50 Ia. 532. See *Parsons* v. *Parsons*, 101 Wis. 76, 80, 77 N. W. 147, 148. Since the wording of the statute in the principal case is so comprehensive it would not seem unreasonable to hold that the legislature intended to create all the incidents of the common-law relation, including the right to inherit.

AGENCY — NATURE AND INCIDENTS OF THE RELATION — KNOWLEDGE OF AGENT: WHEN IMPUTED TO PRINCIPAL. — The plaintiff insured with the defendant company a horse which another company had refused to renew insurance upon because of a deformity. These facts if unknown to the defendant were sufficient to avoid the policy, but their agent had acquired knowledge of them before entering the company's employ. The horse died and the plaintiff brought suit on the policy. *Held*, that the plaintiff cannot recover. *Taylor* v. *Yorkshire Ins. Co.*, [1913] 1 I. R. 1.

Knowledge acquired by an agent in the very transaction for which he is employed is imputed to the principal. *Bawden* v. *London, etc. Assurance Co.*, [1892] 2 Q. B. 534; *Suit* v. *Woodhall*, 113 Mass. 391. It was early attempted to confine the doctrine to this case. See *Warrick* v. *Warrick*, 3 Atk. 291, 294. But this restriction has not been followed. See *The Distilled Spirits*, 11 Wall. (U. S.) 356, 366. Many courts, however, hold with the principal case that to bind the principal, the knowledge must have been obtained in the course and scope of the agent's employment. *McCormick* v. *Joseph*, 83 Ala. 401, 3 So. 796; *Shaffer* v. *Milwaukee Mechanics' Ins. Co.*, 17 Ind. App. 204, 46 N. E. 557; *Union National Bank* v. *German Ins. Co.*, 71 Fed. 473. They argue that only here are the agent and principal legally identical. See *Houseman* v. *Girard, etc. Association*, 81 Pa. St. 256, 262. But there seems to be no logical distinction between knowledge acquired in and knowledge recalled during the agency. Hence knowledge, whenever acquired, which is material to the agency and clearly before the mind of an agent acting in the course and scope of the employment should be held the knowledge of the principal for the purpose of that particular transaction. *Lebanon Savings Bank* v. *Hollenbeck*, 29 Minn. 322, 13 N. W. 145; *Shafer* v. *Phœnix Ins. Co.*, 53 Wis. 361, 10 N. W. 381. But *cf. American Surety Co.* v. *Pauly*, 170 U. S. 133, 18 Sup. Ct. 552.

BANKS AND BANKING — DEPOSITS — JOINT TENANCIES. — The savings bank account of the intestate had been changed by him before his death into a joint account in the names of himself and his wife, the deposit book being kept in their joint possession. The administrator sued to recover the amount of the deposit at the time of the death of the intestate from the wife who had subsequently withdrawn it. *Held*, that the administrator may recover. *Staples* v. *Berry*, 85 Atl. 303 (Me.).

A creditor and his debtor may change by novation an obligation to the cred-